

## THOMAS BROS. MAPS CONTRACT USER AGREEMENT

A. Thomas Bros. Maps®, a California corporation, having offices at 17731 Cowan, Irvine, CA 92714 ("TBM"), and [Metropolitan Transportation Commission](#) entered into that certain Database License Agreement dated [January 1, 1999](#), a copy of which is available as Exhibit A and incorporated by reference herein (the "Metropolitan Transportation Commission Database License Agreement").

B. User is a agency, office or departments under the administrative and budget control of Licensee's board of directors, or Licensee's consultant, contractor or agent, which has a copy of all or part of the Database (as each is defined in the Database License Agreement) of Licensee and desires to use the Database, together with Licensee's Derivative Products, solely for Licensee's internal, noncommercial, governmental use and purpose (the "Purpose") pursuant to the Database License Agreement.

1. GRANT OF RIGHTS.

THIS AGREEMENT SHALL BE NULL AND VOID UNLESS AND UNTIL USER HAS DELIVERED THIS AGREEMENT TO TBM.

User understands and agrees that it is acquiring the right to use the Database, Documentation and Derivative Products (as each is defined in the Database License Agreement) solely for its internal, noncommercial use and purpose pursuant to the Database License Agreement, which right is nonexclusive, nontransferable and non-assignable. User shall have the right to use the Database and the Documentation to produce printouts, plots, displays, photographic film, and printed matter (the "Visual Output") for the Purpose, from the signature date of this Agreement hereof for a period not to exceed the time required to meet the User's obligations to Licensee unless earlier expired or terminated in accordance with the terms and conditions of the Database License Agreement as set forth herein. Without limiting the foregoing, Licensee understands and agrees that it shall in no event use the Database to publish maps of any kind, or map-related or any other information using the TBM Page and Grid®, for any purpose or use other than the Purpose. User further understands and agrees that it shall be bound by and subject to the terms and conditions contained in Sections 8 through 17 of the Database License Agreement.

IN WITNESS WHEREOF, the User has caused its duly authorized representatives to execute and deliver this Agreement as of the date first set forth below.

Organization: \_\_\_\_\_  
(Please Print)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Please Print)

Phone: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

Dept: \_\_\_\_\_